

REMARKS/ARGUMENTS

After entry of the above amendments, claims 1-4, 6-7, 11, 13, and 15-27 will be pending in the above-identified application. Applicants reserve the right to pursue cancelled claims 5, 8-10, 12, and 14 in a continuation application. Claims 1-4, 6-7, 11, and 13 have been amended to incorporate elements in a cancelled dependent claim, to delete unnecessary language, to rephrase claim language, and/or to correct typographical errors and/or informalities. Amendments to the claims are not intended to limit the scope of the invention. New claims 15-27 correspond to some of the original claims and are supported in the specification. No new matter has been added.

Abstract Objections

The abstract has been objected to as being of undue length. Applicants have amended the abstract accordingly. Therefore, it is respectfully submitted that the abstract, as amended, overcomes the objection.

Claim Rejections

Claims 1-3, 6, and 11 have been rejected under 35 U.S.C. § 102(b) as being anticipated by Ozawa, Japanese Patent Publication No. 08-162864 (hereinafter “Ozawa”). Claim 4 has been rejected under 35 U.S.C. § 103(a) as being unpatentable over Ozawa in view of Shinada et al., U.S. Patent No. 5,940,517 (hereinafter “Shinada”). Claims 7 and 13 have been rejected as being unpatentable over Ozawa in view of what is well known in the art.

Claims 1, 11, and 13, as amended, recite “restor[ing] the variation amount associated with the designated value from the smaller second variation amount back to the predetermined first

variation amount when a variation amount retention period lapses after a previous designated value change directive is received.” The Office action states:

Ozawa discloses . . . restor[ing] the variation amount of the designated value to the first variation amount if it is determined that a variation amount retention period has lapsed after the previous designated value change directive is received by said designated value change unit (The detailed description paragraph 7, Means for Solving the Problem, 1st sentence states: “If the UP key 5 is operated...After the DOWN key 6 is operated, the sound-volume control means 4 and 8 are constituted so that augend of some volume may be made fewer than the case where the UP key 5 is operated after predetermined time.” The examiner interprets this to mean that the predetermined time is the variation amount retention period and that if this period had lapsed the previous amount, the larger volume, would be restored as the variation amount).

(August 3, 2005 Office action, pgs. 5-6) (emphasis added).

Ozawa, however, does not disclose “restor[ing] the variation amount associated with the designated value from the smaller second variation amount back to the predetermined first variation amount when a variation amount retention period lapses after a previous designated value change directive is received,” as recited in claims 1, 11, and 13. The passage cited only discusses switching from coarse volume control to a finer volume control when UP key 5 is operated within the predetermined time after DOWN key 6 is operated and when DOWN key 6 is operated within the predetermined time after UP key 5 is operated. It does not teach or suggest switching from finer volume control back to coarse volume control “when a variation amount retention period lapses after a previous designated value change directive is received,” as recited in claims 1, 11, and 13.

Furthermore, the Office action cites the same passage in Ozawa as disclosing the “variation amount change period” recited in claims 1, 11, and 13. In particular, the Office action states:

Ozawa discloses . . . maintain[ing] the variation amount in said designated value change unit as the first variation amount when it receives a directive for changing the designated value in a direction different from the direction specified by the

first designated value change directive after the variation amount change period has lapsed (The detailed description paragraph 7, Means for Solving the Problem, 1st sentence states: “If the UP key 5 is operated...After the DOWN key 6 is operated, the sound-volume control means 4 and 8 are constituted so that augend of some volume may be made fewer than the case where the UP key 5 is operated after predetermined time.” The examiner interprets this to mean that if the UP key were to have been operated after the variation amount change period had lapsed, then the variation amount that would be used would be the previously determined variation amount).

(August 3, 2005 Office action, pg. 4) (emphasis added).

The “variation amount change period,” recited in claims 1, 11, and 13, is used to determine when the variation amount associated with the designated value would be altered from the predetermined first variation amount to the smaller second variation amount. In contrast, the “variation amount retention period,” recited in claims 1, 11, and 13, is used to determine when the variation amount associated with the designated value would be restored from the smaller second variation amount back to the predetermined first variation amount. Thus, the “variation amount change period” is distinct from the “variation amount retention period.” As a result, the “predetermined time” in Ozawa cannot be both the “variation amount change period” and the “variation amount retention period” recited in claims 1, 11, and 13.

Accordingly, based at least on the above reasons, applicants respectfully submit that claims 1, 11, and 13 are not anticipated by Ozawa. Given that claims 2-4, 6-7, and 15-27 depend from claims 1, 11, and 13, it is respectfully submitted that those claims are not anticipated by Ozawa for at least the same reasons.

Shinada does not cure the deficiencies of Ozawa. Shinada is directed to a “sound-volume display unit for use in an audio system.” (Abstract). It does not disclose, and the Office action does not cite any passage of Shinada as disclosing “restor[ing] the variation amount associated

with the designated value from the smaller second variation amount back to the predetermined first variation amount when a variation amount retention period lapses after a previous designated value change directive is received,” as recited in claims 1, 11, and 13. Thus, even if Shinada was combined with Ozawa, the combination would neither teach nor suggest “restor[ing] the variation amount associated with the designated value from the smaller second variation amount back to the predetermined first variation amount when a variation amount retention period lapses after a previous designated value change directive is received,” as recited in claims 1, 11, and 13.

Accordingly, based at least on the above reasons, applicants respectfully submit that claims 1, 11, and 13 are patentable over Ozawa in view of Shinada. Given that claims 2-4, 6-7, and 15-27 depend from claims 1, 11, and 13, it is respectfully submitted that those claims are patentable over Ozawa in view of Shinada for at least the same reasons.

The Office action fails to cite anything well known in the art as disclosing “restor[ing] the variation amount associated with the designated value from the smaller second variation amount back to the predetermined first variation amount when a variation amount retention period lapses after a previous designated value change directive is received,” as recited in claims 1, 11, and 13. Thus, even if Ozawa was combined with what is well known in the art, the combination would neither teach nor suggest “restor[ing] the variation amount associated with the designated value from the smaller second variation amount back to the predetermined first variation amount when a variation amount retention period lapses after a previous designated value change directive is received,” as recited in claims 1, 11, and 13.

Accordingly, based at least on the above reasons, applicants respectfully submit that claims 1, 11, and 13 are patentable over Ozawa in view of what is well known in the art. Given

that claims 2-4, 6-7, and 15-27 depend from claims 1, 11, and 13, it is respectfully submitted that those claims are patentable over Ozawa in view of what is well known in the art for at least the same reasons.

Dependent claims 16, 21, and 26 incorporates the limitations of claims 1, 11, and 13, respectively, and further recites “alter[ing] the variation amount associated with the designated value from the predetermined first variation amount to the smaller second variation amount after the second designated value change directive that is opposite the first designated value change directive, a third designated value change directive that is opposite the second designated value change directive, and a fourth designated value change directive that is opposite the third designated value change directive are received in sequence at intervals shorter than the predetermined variation amount change period.” The Office action states:

Ozawa fails to teach of a variation amount change unit, coupled to the said designated value change unit, which after receiving a third designated value change directive for changing the designated value in a direction different from that of the second designated value change directive, and a fourth designated value change directive for changing the designated value in a direction different from that of the third designated value change directive in sequence at intervals shorter than a predetermined variation amount change period, changes the variation amount for the fourth and later designated value change directives to a second variation amount smaller than the first variation amount. It would have been obvious, however, to allow for a third and a fourth even smaller variation amounts after the first and second ones in order to be able to further refine the amount being adjusted

(August 3, 2005 Office action, pg. 11).

Claims 16, 21, and 26, however, do not recite changing the variation amount associated with the designated value from the smaller second variation amount to “a third and a fourth even smaller variation amounts,” as stated in the Office action. Instead, claims 16, 21, and 26 recite “alter[ing] the variation amount associated with the designated value from the predetermined first

variation amount to the smaller second variation amount after” receiving a first, second, third, and fourth designated value change directive “in sequence at intervals shorter than the predetermined variation amount change period,” where each designated value change directive is opposite the previous designated value change directive.

Moreover, the Office action fails to cite anything well known in the art or in Ozawa and Shinada as disclosing “alter[ing] the variation amount associated with the designated value from the predetermined first variation amount to the smaller second variation amount after the second designated value change directive that is opposite the first designated value change directive, a third designated value change directive that is opposite the second designated value change directive, and a fourth designated value change directive that is opposite the third designated value change directive are received from the operator in sequence at intervals shorter than the predetermined variation amount change period,” as recited in claims 16, 21, and 26. Thus, even if Ozawa was combined with Shinada or what is well known in the art, the combination would neither teach nor suggest “alter[ing] the variation amount associated with the designated value from the predetermined first variation amount to the smaller second variation amount after the second designated value change directive that is opposite the first designated value change directive, a third designated value change directive that is opposite the second designated value change directive, and a fourth designated value change directive that is opposite the third designated value change directive are received from the operator in sequence at intervals shorter than the predetermined variation amount change period,” as recited in claims 16, 21, and 26.

Accordingly, claims 16, 21, and 26 are further allowable over Ozawa, Shinada, and what is well known in the art for these reasons, in addition to those reasons presented above with respect to claims 1, 11, and 13.

Dependent claims 17, 22, and 27 incorporates the limitations of claims 1, 11, and 13, respectively, and further recites “the designated value represents the position of a pointer or the brightness of a screen.” Ozawa is directed to a “sound volume controller” (Title) and Shinada is directed to a “sound-volume display unit for use in an audio system” (Abstract). Hence, Ozawa and Shinada fail to disclose “the designated value represents the position of a pointer or the brightness of a screen,” as recited in claims 17, 22, and 27. Therefore, even if Ozawa was combined with Shinada, the combination would neither teach nor suggest “the designated value represents the position of a pointer or the brightness of a screen,” as recited in claims 17, 22, and 27.


Accordingly, claims 17, 222, and 27 are further allowable over Ozawa and Shinada for these reasons, in addition to those reasons presented above with respect to claims 1, 11, and 13.

CONCLUSION

On the basis of the above remarks, reconsideration and allowance of the claims is believed to be warranted and such action is respectfully requested. If the Examiner has any questions or comments, the Examiner is respectfully requested to contact the undersigned at the number listed below.

Respectfully submitted,
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Dated: October 24, 2005


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